

ORDINANCE NO. C-85-06

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH ASEBROOK & CO. ARCHITECTS FOR BACK-UP SERVICES FOR THE BUILDING DIVISION

WHEREAS, there is a need to secure back-up services for the Building Division; and

WHEREAS, this two year contract will provide services on an "as needed" basis for various inspection services, plans review and a back-up for the Chief Building Official.

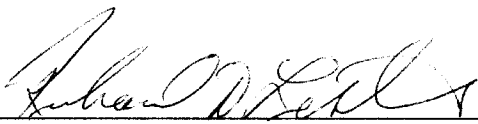
NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:


SECTION 1. The City Administrator is hereby authorized to enter into a Contract with Asebrook & Co. Architects for back-up services to the Building Division.


SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.

Passed: 12-18-06
Effective: 01-17-07


Attest:


Richard D. Lester, President of Council


Cheryl L. Grossman, Mayor


Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution is correct as to form.


Thomas R. Clark, Director of Law



Asebrook & Co.
ARCHITECTS

G.C. BLDG. DIV.

SEP 13 2006

RECEIVED BY:

*need council approval
Ord. ! C-85706*

August 28, 2006

ACA 03035

Mr. Mike Boso, Chief Building Official
Grove City Building Department
Municipal Building
4035 Broadway
P. O. Box 427
Grove City, Ohio 43123

Re: Proposal and Contract for Building Department Services
Grove City Building Department

Dear Mr. Boso:

SCOPE OF WORK

We appreciate the opportunity to provide the following contract services for the Grove City Building Department.

A. Services to be Provided by Asebrook & Co. Architects, LLC:

1. Provide services of the Back-up Chief Building Official as needed and directed by the Chief Building Official. The Back-up Chief Building Official shall assist the City's Chief Building Official with overall administration of the Building Department and enforcement of the Ohio Building Code, including the issuance of Permits for Construction, Certificates of Occupancy, and such Orders as may be necessary for enforcement of the OBC, and the 2006 Residential Code of Ohio (RCO).
2. Provide services of the Master Plan Examiner. The Master Plan Examiner shall be responsible for the examination of plans for construction of one-two and three family residential units for compliance with the RCO, and commercial construction regulated by the Ohio Building Code to determine compliance with the OBC. Plan examinations will occur in the offices of Asebrook & Co. Architects, LLC. These services will be provided at the rates identified below.
3. Provide services of Building Inspectors: State of Ohio Certification, in accordance with the OBC for responsibility of inspection, investigation and determination of conformance and compliance with building codes and standards. We request 24 hours advance notice of scheduled inspections in order to ensure quality and efficiency.
4. Provide services of Electrical Safety Inspectors: State of Ohio, Board of Building Standards Certification of Competency in accordance with the OBC for responsibility in enforcing applicable electrical provisions of the OBC and the RCO. ESI services are available with 24 hours advance notice.
5. Provide services of Plumbing Inspectors: State of Ohio Certification of Competency in accordance with the OBC for responsibility of inspection, investigation and determination of conformance and compliance with building codes and standards. Inspections are available with 24 hours advance notice.



6. Maintain the State of Ohio Certifications for Chief Building Official and Master Plan Examiner, Building, Electrical and Plumbing inspectors in accordance with the Ohio Building Code "Continuing Education". This required continuing education would be performed at no cost to the Department.
7. Provide for scheduled "Walk-through" plan reviews and code consultation for the public on a "by appointment" basis. This service may be scheduled at times mutually convenient for the Participants. Plan reviews and consultations will be conducted in the offices of Asebrook & Co. Architects, LLC unless mutually agreed to otherwise.
8. Prepare plan review comments on Department letterhead for each set of documents examined, including a plan review record. All plans will be reviewed in the order received. Plan examinations will occur in the offices of Asebrook & Co. Architects, LLC within ten (10) days following our receipt of the documents. Complex projects may take longer for review following our receipt of documents. Incomplete applications or documents that require clarifications by the Applicant typically take longer.
9. Transmit plans via UPS Ground (typically one day from our offices to the Department) using the Department's account number.
10. Communicate regularly with the Grove City Building Official and Inspectors. Provide code interpretations for Inspectors and City Officials, review state-mandated Reports prepared by the Department, and attend meetings as requested by the Department. Travel time and mileage charges apply to all meetings outside the Asebrook & Co. Architects, LLC offices.
11. Provide additional services as requested by the Grove City Building Department, as related to consultation on design, development, or other issues of concern. These services will be provided at the rates identified below.

B The duration of this Agreement shall be effective for a base term of two (2) years, and may be renewable annually thereafter. No action shall be required by Grove City Building Department or Asebrook & Co. Architects, LLC to renew this Agreement with no change in terms. Adjustments in labor and/or expense rates may be made only at the time of renewal.

C. This Agreement may be terminated by either party ^{with or without cause} upon not less than ~~seven (7)~~ ^{thirty (30)} days written notice ~~should the other party fail substantially to perform in accordance with the terms of this Agreement.~~

D. Asebrook & Co. Architects, LLC shall carry Professional Liability Insurance in the base amount or \$1,000,000.00.

~~E. The Grove City Building Department agrees to indemnify, defend and hold harmless Asebrook & Co. Architects, LLC in any legal proceeding. Each party agrees to waive claims for consequential damages. The amount of recoverable damages for any error or omission, or malpractice by Asebrook & Co. Architects, LLC shall be limited to the compensated fee amount.~~

E This Agreement shall be construed and enforced under the Laws of the State of Ohio.

F ~~D~~. Each provision of this Agreement shall be separable. If any provision of this Agreement is found to be void or unenforceable, the balance of the Agreement shall remain in full force and effect.

G ~~B~~. This Agreement contains the full and complete understanding of the parties, and supersedes all prior Agreements and understandings, whether oral or written.



CONSULTING FEES

Invoices shall be prepared by Asebrook & Co. Architects, LLC and submitted monthly to the Grove City Building Department. The Department shall review each invoice submitted and authorize payment within thirty (30) calendar days. Questions regarding items invoiced shall be resolved within fifteen (15) calendar days, and a replacement invoice submitted if required. Records of all labor and expenses shall be available to the Department's authorized representative at mutually convenient times.

The fees established by this Agreement are as follows:

To serve as Plan Examiner for projects governed by the Ohio Building Code for the City of Grove City for the consideration of Eighty (80) percent of the plan-examining fee charged to the owner or submitter of the plans by said City.


To provide additional services, such as appearance at hearings, appeals, fieldwork, and such other services incidental to plan examination as requested by the City, at the hourly rate of Seventy-Five Dollars (\$75) per hour for time expended servicing said request.

<u>Building Inspection Services</u>	\$ 60.00 / Hour
<u>Electrical Safety Inspection Services</u>	\$ 60.00 / Hour
<u>Plumbing Inspection Services</u>	\$ 60.00/Hour
<u>Additional Services (as requested by the City)</u>	\$ 75.00 / Hour
<u>Direct Expenses</u> (To be invoiced at cost plus 10%)	
Mileage (Rate permitted by the IRS, as adjusted annually)	\$ 0.485 / Mile
Postage and Delivery	Actual Cost
Copying and Reproduction (if necessary)	Actual Cost

If you have any questions regarding this proposal and contract, please call us. We very much appreciate the opportunity to provide these services to the Grove City Building Department.

Sincerely,

Asebrook & Co. Architects, LLC



J. Michael Asebrook, AIA
Principal

JMA/kjc



Asebrook & Co.
ARCHITECTS

We agree as to the terms and conditions as set forth above. This Agreement is entered into the

_____ day of _____, 2006.

For Grove City Building Department

Approved as to form:
